

## Online Authorization for Payments

The [REDACTED] Website (the "Service") is an on-line bill viewing and payment service provided by [REDACTED] and its licensors, Inc. (collectively, "Licensors").

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. Compass Emergency Physicians may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. Compass Emergency Physicians has no obligation to notify users of the posting of a modified Agreement.

**Payment Services:** By accessing the Service, you authorize Compass Emergency Physicians (1) to establish and maintain your payment authorizations and (2) to process your payments according to your instructions.

**Types of Payments and Payees:** You may use the Service only to authorize the payment of bills owing to Compass Emergency Physicians. Payments that you authorize will be made from a bank or financial institution account (the "Transaction Account") that you designate. It is your responsibility to establish and maintain the Transaction Account and to pay any and all fees associated with the Transaction Account.

**Timing:** By providing Compass Emergency Physicians with a payment authorization under the Service, you authorize [REDACTED] to charge the Transaction Account on your behalf to pay your bills owed to [REDACTED]. It is your responsibility to make timely payment authorizations, so that the funds will arrive at [REDACTED] before the date on which they are due. You should submit all payment authorizations to [REDACTED] at least three (3) business days before the actual due date for the bills (not the late date). "Business day" means any day other than Saturday, Sunday, a federal holiday, or any other day on which banks in the U.S are not generally open for business. You shall bear the risk and the responsibility for paying any late charges or penalties resulting from the late receipt of any payment made under the Service; provided, however that [REDACTED] agrees to waive late charges and penalties resulting from late receipt of payment, in the event that your payment authorization was made more than (3) business days before the actual due date and the payment is late solely due to [REDACTED] failure to promptly process your payment authorization.

**Responsibility of [REDACTED]** will use all reasonable efforts to process all your payment authorizations promptly and properly, provided the authorizations are actually received by [REDACTED]. [REDACTED] will not be responsible for any failure to process a payment authorization that is not actually and completely received by [REDACTED] for any reason, including user error, equipment malfunction, natural disasters or impediments, or inaccurate or incomplete information.

If [REDACTED] does not process a payment request on time or in the correct amount, [REDACTED] will be liable for your losses, but in no event shall Southern Pathology Associates liability exceed the amount of the affected payment authorization. However, [REDACTED] shall incur no liability fees if it is complete a payment authorization initiated by you because of the existence of any one or more of the following circumstances:

- ☐ The Transaction Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit applicable to the Transaction Account.
- ☐ You have not provided [REDACTED] with correct names or account information.
- ☐ Circumstances beyond [REDACTED] control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and [REDACTED] has taken reasonable precautions to avoid those circumstances.
- ☐ Compass Emergency Physicians fails to receive a full and complete payment authorization.
- ☐ You have made any false or materially misleading statement or representation in connection with any payment authorization.
- ☐ The bank or financial institution maintaining the Transaction Account refuses or is unable to honor a payment request from [REDACTED].

**Bank or Financial Institution Limitations:** In using the Service, you are requesting Compass Emergency Physicians to make payments for you from your designated Transaction Account. If your bank or financial institution is unable to process a transaction (for example, there are not sufficient funds in the Transaction Account to cover the transaction, or if funds in the account are unavailable for any reason), the transaction may not be completed. There may be limits or restrictions upon the number or frequency of payments that may be made from your Transaction Account under applicable law or under the terms of your agreement with the bank or financial institution maintaining the Transaction Account. Compass Emergency Physicians' obligations under the Service are subject to any such limits or restrictions, and Compass Emergency Physicians has no duty to notify such limits or restrictions.

**Charges:** As a customer of the Service, you will not be charged by Compass Emergency Physicians for payment authorizations that you choose to send electronically.

**DISCLAIMER OF WARRANTIES:** Compass Emergency Physicians IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. Compass Emergency Physicians DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL Compass Emergency Physicians OR ANY LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF Compass Emergency Physicians OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you.